

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF NEIGHBORHOOD ECONOMIC DEVELOPMENT
COUNCIL, INC.
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL F-6 and 461-465 BLUE
HILL AVENUE IN THE WASHINGTON PARK URBAN RENEWAL AREA
PROJECT NO. MASS. R-24

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Washington Park Urban Renewal Area, Project No. Mass. R-24, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Neighborhood Economic Development Council, Inc. have expressed an interest in and/or have submitted a satisfactory proposal for the development of Disposition Parcel F-6 and 461-465 Blue Hill Avenue in the Washington Park Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Neighborhood Economic Development Council, Inc. be and hereby is finally designated as Redeveloper of Parcel F-6 and 461-465 Blue Hill Avenue in the Washington Park Urban Renewal Area.
2. That it is hereby determined that Neighborhood Economic Development Council, Inc. possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by Neighborhood Economic Development Council, Inc. for the development of Parcel F-6 and 461-465 Blue Hill Avenue conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel F-6 and 461-465 Blue Hill Avenue to Neighborhood Economic Development Council, Inc., said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

WASH PARK MA. R.
BLUE HILL AVE. AREA

DISPOSITION PARCEL F-6
461-465 Blue Hill Ave



C-3194(81)

33-82-405

ORDER: SC 3194
GENERAL LIABILITY TO: _____
WORKMAN'S COMPENSATION TO: _____

CHARGE TO		
APPROPRIATION CODE		
GROUP	DEPARTMENT	BUDGET
8	33-82	405

NAME OF CONTRACTOR

Neighborhood Economic Development Council

ADDRESS

460 Blue Hill Ave

Roxbury, Mass

CITY OF BOSTON

NEIGHBORHOOD DEVELOPMENT AGENCY

CONTRACT FOR

Parking Lot Construction

C-3194-81

APPROVED U.A.A.C. Blue Hill Ave Certified As Correct 9/15/81 <i>[Signature]</i> APPROVED SIGNATURE

STANDARD CONTRACT

CITY OF BOSTON – COUNTY OF SUFFOLK

CONTRACT NO.

C-3194 (+1)

DEPARTMENT – INVOICE MAILING ADDRESS

Neighborhood Development Agency
182 Tremont Street 7th Floor
Boston, Massachusetts 02111

SERVICE LOCATION ADDRESS

465 Blue Hill Avenue

CONTRACTOR'S NAME AND ADDRESS

Neighborhood Economic Development
Council
460 Blue Hill Avenue
Roxbury, Massachusetts 02121

PLEASE
INCLUDE
ZIP
CODE

APPROPRIATION CODE

GROUP	DEPT.	BUDGET		
		OBJECT	PROGRAM	
3	33-87	46	5	\$
				\$

CONTRACTOR'S F.I.N. #

S.S. #

04-2616121

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet if necessary)

UNIT

AMOUNT

Contractor shall perform in accordance with the attached Agreement with the City of Boston and all supporting Exhibits and Attachments.

term:

August 19

81

December

19 81

Contractor shall construct a parking lot located at 18-20 Georgia Street and 17-19 Cheny Street.

Approved
Law Department

by [Signature]
Corporation Counsel

AMOUNT
TOTAL NOT TO
EXCEED

\$200,000.00

AUDITOR

CONTRACTOR

OFFICIAL

APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS:

IN THE AMOUNT OF

\$

SIGNATURE

DATE

AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION ATTACH AUTHORITY TO SIGN.)

SIGNATURE

TITLE

DATE

ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.

SIGNATURE

DATE

Attachments

- | | | |
|--|---|--|
| ☒ Award letter | ☒ Specifications | ☒ Contractor certification |
| ☐ Advertisement | ☐ Repetitive services | ☒ Certificate of authority |
| ☐ Proposal/application | ☐ Contract provisions | ☒ Insurance certificates |
| ☐ Performance Bond \$ | ☐ Check in lieu of bond \$ <u>1.00</u> | |

Approved as to form by Corporation Counsel June, 1981.

No payment will be made until the original executed contract is filed with the Auditing Department

**CITY OF BOSTON/COUNTY OF SUFFOLK
STANDARD CONTRACT
GENERAL CONDITIONS**

ARTICLE 1 — DEFINITION OF TERMS:

- 1.1 The following terms or pronouns used in their stead wherever they appear in these Contract Documents shall be construed as follows.
 - 1.1.1 "City" shall mean the City of Boston or the County of Suffolk.
 - 1.1.2 "Contract" and "Contract Documents" shall include, as applicable, any invitation for Proposals (Advertisement), Notice to Bidders/Applicants, Specifications, Proposal/Application, Contractor Certification, Repetitive Services Contract Provisions, letter to the Mayor of Boston concerning the award of the contract, and any amendment thereto, which documents are incorporated herein by reference.
 - 1.1.3 "Contractor" shall mean the individual partnership, corporation or other entity to whom this contract is awarded.
 - 1.1.4 "Official" shall mean the officer acting in behalf of the City in the execution of the contract.

ARTICLE 2 — PERFORMANCE:

- 2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this contract, of the Official concerning any question which may arise relating to the performance of services under this contract.
- 2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace any individual in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this contract.
- 2.3 Any work papers, reports, questionnaires and other written material prepared or collected by the Contractor in the course of completing the work to be performed under this contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purposes of this contract without the prior written consent of the Official.
- 2.4 In the event that this contract provides for reimbursement by the City to the Contractor for travel or other expenses, the contractor shall submit such proposed expenses to the Official for approval prior to their incurrence.
- 2.5 The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 3 — ACCEPTANCE OF SERVICE:

- 3.1 The City shall have a reasonable opportunity to inspect any service by and work product of the contractor and accept or reject such service or work or product.

ARTICLE 4 — TIME:

- 4.1 It is understood and agreed that any specified time of performance is of the essence of this contract.

ARTICLE 5 — COMPENSATION:

- 5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the preceding period.
- 5.2 Thereupon the Official shall estimate the value of services accepted by the City, and the City shall pay to the Contractor such amount less any sums retained under the provisions of Article 8 of these General Conditions.
- 5.3 The City shall pay in full and complete compensation for services performed under this contract in an amount not to exceed the amount shown on the face of this contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.

ARTICLE 6 — RELATIONSHIP WITH THE CITY:

- 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this contract. Contractor's relationship to the City during the term of this contract shall be that of an independent contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

ARTICLE 7 — ASSUMPTION OF LOSS AND LIABILITY:

- 7.1 The Contractor shall pay and be exclusively responsible for any and all debts for labor and materials contracted for by Contractor for the rental of any appliance or equipment hired by Contractor or for any expense incurred on account of services to be performed under this contract.
- 7.2 The Contractor shall bear all loss resulting from any cause before performance of services is completed and after performance of service if the service or work product fails to conform to specifications.
- 7.3 The Contractor shall assume the defense of and hold the City, its officers, agents and employees, harmless from any and all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this contract.

ARTICLE 8 — REMEDIES OF THE CITY:

- 8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor refurbish services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute contract or nonperformance of services together with incidental and consequential damages from the contract price and shall withhold such damages from sums due or to become due.
- 8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
- 8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days of its occurrence.
- 8.4 This contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this contract.

ARTICLE 9 — REMEDIES OF CONTRACTOR:

- 9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or omission for which the City is legally responsible, the City shall allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days of the act or omission by the City.

ARTICLE 10 — PROHIBITION AGAINST ASSIGNMENT:

- 10.0 The Contractor shall not assign, subcontract or in any way transfer any interest in this contract without prior written consent of the Official.

ARTICLE 11 — COMPLIANCE WITH LAWS AND PUBLIC POLICY:

- 11.1 This contract is made subject to all laws of the Commonwealth of Massachusetts.
- 11.2 The Contractor shall provide, at its sole expense, any and all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
- 11.3 The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Workmen's Compensation Law).
- 11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
- 11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this contract or any other matter in which the City has a direct and substantial interest.

ARTICLE 12 — AVAILABLE APPROPRIATION:

- 12.1 The contract is subject to the availability of an appropriation therefor.
- 12.2 If the contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, §53A.

ARTICLE 13 — RELEASE OF CITY ON FINAL PAYMENT:

- 13.1 Acceptance by the Contractor of payment from the City for final services under the contract shall be deemed to release the City from all claims and liabilities, except those of which the Contractor notifies the Official in writing within six months after such payment.



City of Boston
Neighborhood
Development Agency

182 Tremont Street
Boston, Massachusetts 02111
617/25-3315

John F. Weis
Director

July 27, 1981

The Honorable Kevin H. White
Mayor of Boston
Boston City Hall
One City Hall Square
Boston, Massachusetts 02201

Dear Mr. Mayor:

I respectfully request your Honor's permission to dispense with public advertising and to award a contract to the Neighborhood Economic Development Council, Inc., a corporation, located at 460 Blue Hill Avenue, Roxbury, Massachusetts, 02121, for professional services in relation to and to be paid from the Blue Hill Avenue Urban Development Action Grant.

Under the terms of the Agreement, the Neighborhood Economic Development Council, Inc., will acquire the property located at 18-20 Georgia Street and 17-19 Cheny Street from the Boston Redevelopment Authority, demolish existing buildings and construct a parking lot on the parcel in accordance with the City's specifications. In addition, the Neighborhood Economic Development Council, Inc., will accept the responsibility for financing the maintenance of the completed parking lot for public use.

Compensation under this contract shall not exceed \$200,000 (two hundred thousand dollars). It is my opinion that these costs are reasonable.

The term of the contract shall be from August 15, 1981 through December 15, 1981.

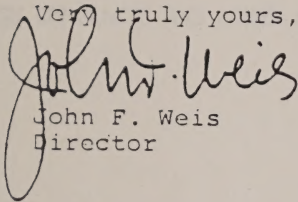
The Neighborhood Economic Development Council, Inc., is a non-profit community based organization. The organization's primary goal is to generate jobs and economic development in the Blue Hill Avenue area of Boston. Currently, the Neighborhood Economic Development Council, Inc., is packaging six individual commercial development projects in Grove Hall with investments totalling \$800,000.

The Honorable Kevin H. White
July 27, 1981
Page Two

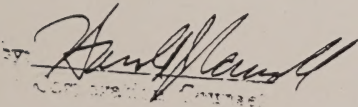
Because of the Neighborhood Economic Development Council's experience, its current involvement in developing the Grove Hall commercial district, its familiarity with the community, and its membership which includes Grove Hall businesses and property owners, the Council is uniquely qualified to provide the aforementioned professional services.

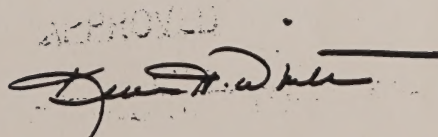
Because of the professional nature of the services to be performed, it is my opinion that public advertising would serve no useful purpose.

Very truly yours,


John F. Weis
Director

Approved
Law Department


CITY OF BOSTON

APPROVED


NEIGHBORHOOD ECONOMIC DEVELOPMENT COUNCIL, INC.

460 BLUE HILL AVENUE

ROXBURY, MASSACHUSETTS 02121

(617) 442-4465

September 8, 1981

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT, WALTER J. LITTLE, PRESIDENT, OF THE NEIGHBORHOOD ECONOMIC DEVELOPMENT COUNCIL, INC. A MASSACHUSETTS CORPORATION, IS AUTHORIZED TO SIGN CONTRACTS AND OTHER CORPORATE DOCUMENTS ON BEHALF OF THE CORPORATION.

SIGNED BY: Arnold Browne ARNOLD BROWNE, TREASURER

DATE

Florence Wright FLORENCE WRIGHT, CLERK

Beulah Pilgrim Holiness Church

615 WARREN STREET
DORCHESTER, MA. 02121

REV. ARNOLD BROWNE, Pastor

ANN E. WADE
Treasurer



JOSEPHINE RYNER
Clerk

September 29, 1981

TO WHOM IT MAY CONCERN

We support the development of parcel F6 to be used by merchants,
businesses and institutions in the Grove Hall area.

Yours truly,

A handwritten signature in cursive script that reads "A. Browne".

Rev. Arnold Browne

TEL: HI 5-0102
HI 5-0101

ERNEST SCOTT INSURANCE AGENCY

473 BLUE HILL AVENUE
DORCHESTER, MASS. 02121

"ALL KINDS OF INSURANCE"

September 28, 1981

Mr. Robert Ryan, Director
Boston Redevelopment Authority
9th Floor
City Hall Plaza
Boston, Massachusetts

Dear Sir:

I am in favor of the construction of a parking area on Parcel F-6, as a parking area that be used for the customers of Houses of worship, Stores, Clubs and other Institutions that serve the Grove Hall Area. This area was originally scheduled to be developed as a parking area in 1969 and as an abutter I am pleased to support the current effort.

Sincerely,

Ernest Scott

Ernest Scott

cc: Mr. Roundtree BHAC
Mr. Little NEDC

MEMORANDUM

October 1, 1981

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: WASHINGTON PARK URBAN RENEWAL AREA MASS. R-24
PARCEL F-6 and 461-465 BLUE HILL AVENUE
FINAL DESIGNATION OF REDEVELOPER

4118

On August 6, 1981, and on April 30, 1981, the Neighborhood Economic Development Council, Inc. was tentatively designated Redeveloper of Disposition Parcel F-6 and 461-465 Blue Hill Avenue, respectively, in the Washington Park Urban Renewal Area.

Parcel F-6 consisting of approximately 35,471 square feet of vacant land is located at the rear of 453-487 Blue Hill Avenue, between Georgia and Cheney Streets. 461-465 Blue Hill Avenue is a parcel of 4,105 square feet with a vacant building thereon which abuts Disposition Parcel F-6.

The development proposal for the above-mentioned parcels consists of the demolition of one building at 461-465 Blue Hill Avenue and the construction of a parking lot not to exceed 55 spaces with exits and entrances on Cheney and Georgia Streets. Final working drawings and specifications have been approved by the Urban Design Department. The construction costs are estimated below:

Demolition:	\$ 4,000
Construction of pedestrian passageway from Blue Hill Avenue to parking lot:	\$ 25,000
Construction of parking lot:	\$171,000

The funding for this development is financed with Urban Development Action Grant (UDAG) Capital Improvement Funds. The Neighborhood Economic Development Council, Inc. has entered into a contract with the Mayor's Office of Neighborhood Development to perform all phases mentioned above and will be responsible for owning and maintaining the parking lot for public shopping and public use. The parking for the public will be at no charge.

The Neighborhood Economic Development Council, Inc. is a non-profit corporation of the Commonwealth of Massachusetts with Walter J. Little as President, and Reverend Arnold Browne as Treasurer, with their place of business at 460 Blue Hill Avenue, Roxbury, Massachusetts. The organization's primary goal is to generate jobs and economic development in the Blue Hill Avenue area of Boston.

It is recommended that the Authority adopt the attached Resolution approving the Final Designation of Neighborhood Economic Development Council, Inc. as Redeveloper of Disposition Parcel F-6 and 461-465 Blue Hill Avenue in the Washington Park Urban Renewal Area.